



National  
Aeronautics and  
Space  
Administration

## Employee Service Agreement Retention Bonus

EMPLOYEE NAME	EFFECTIVE DATE	COMPLETION DATE
POSITION TITLE, SERIES, AND GRADE		
CENTER AND LOCATION		

1. I agree to continue as an employee of the National Aeronautics and Space Administration (NASA) for a period of \_\_\_\_\_ months from the effective date of this agreement. The effective date of the service period normally will be on the first day of the first pay period after which this agreement is signed, but not earlier than the date of appointment.

2. I understand that I have been approved to receive a retention bonus of \$ \_\_\_\_\_, which is \_\_\_\_\_ % of my annual rate of basic pay as of the effective date of this agreement. This bonus is:

- Being paid based on my occupancy of a *non-critical need position* under the provisions of title 5 United States Code §9804 (NASA Flexibility Act of 2004) and cannot include comparability (locality) pay in establishing the amount to be paid.
- Being paid based on my occupancy of a *critical need position* under the provisions of title 5 United States Code §9804 (NASA Flexibility Act of 2004) and includes comparability (locality) pay in establishing the amount to be paid.

3. I understand that my bonus will be paid in the following manner:

- The full amount will be paid as a single lump sum at the beginning of the service period.
- The bonus will be paid in \_\_\_\_\_ (*number*) of equal annual installments, using the service agreement anniversary date as the basis for computing the annual cycle.
- The bonus will be paid in \_\_\_\_\_ (*number*) of equal installments, paid on the following schedule:

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Other. Specific Payment Schedule is:

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4. If I am separated involuntarily for reasons other than misconduct or delinquency before the end of the service period, I am entitled to receive the full bonus amount as part of my final compensation. This provision covers situations in which I decline to accept a reassignment outside my current commuting area, UNLESS my position is covered by a mobility agreement. My position currently:
- Is NOT covered by a mobility agreement. I am entitled to my full bonus if I decline a reassignment outside my current commuting area.
- Is covered by a mobility agreement. If I decline a reassignment outside my commuting area, I am entitled only to a pro rata bonus payment, as described in paragraph 5 below.
5. If I voluntarily leave NASA, or if I am separated from employment for cause on charges of misconduct or delinquency before the end of the service period, I understand that I am not entitled to the full bonus amount. In determining the amount to which I am entitled, I will receive credit on a pro rata basis for each full month of completed service. If I have already received a sum in excess of that amount, I will repay that money to NASA. If I have not yet received payment for all completed service, I will be entitled to such payment.
6. Any amount due to NASA as a result of my failure to meet the terms of the service agreement may be withheld from any monies owed to me by the Government, or may be recovered by such other method as approved by law, unless repayment is waived, in whole or in part, by NASA.
7. Additional terms and conditions, if any:

I have read and understand the terms and conditions of this agreement, and have been offered an opportunity to ask questions about any sections about which I was unclear.

In accepting a retention bonus, I agree to the terms and conditions of this service agreement.

\_\_\_\_\_  
(Typed or Printed Name of Employee)

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name of Human Resources Office Representative)

\_\_\_\_\_  
(Signature of Human Resources Office Representative)

\_\_\_\_\_  
(Date)